



Lewis Vincent Hughes
15923 SE 369th Street
Auburn, Washington [98092]
(360)-480-8682

**In the district court of the United States
for the western district of Washington**

Lewis Vincent Hughes,
in propria persona
15923 SE 369th Street
Auburn, Washington [98092],
Tax Parcel ID 665250-0040 and
665250-0030

Dean A. Arp,
in propria persona
Libelant/Petitioner

v.

WILLIAM RAYMOND HINESLY,
William Raymond Hinesly, individual &
severally;
WEI YANG, Wei Yang, individually and
severally; DARIN SILVA, Darin Silva,
individually and severally; BETTER
PROPERTIES NW;
JOHN SCHLANBUSCH,

In Law and in Admiralty

Case No. 2:16-CV-00005-JRC RSM

Amended
Complaint in Law

- 1. Libel of Review**
- 2. Injunctive Relief**
- 3. Declaratory Judgment**
- 4. Quiet Title**
- 5. Tort**

Re: Unalienable rights in the original
estate-

Article III; Constitution for the United
States of America

Trial by Jury Demanded

1	John Schlanbusch, individually and)	
2	severally;)	
3	JOHN S REALTY,)	
4	FIDELITY NATIONAL TITLE)	
5	COMPANY,)	
6	BANK OF AMERICA, N.A.,)	
7	MTC FINANACIAL INC. dba TRUSTEE)	
8	CORPS,)	
9	WELLS FARGO BANK, N.A.,)	
10	John and Jane Doe 1-100,)	
11	Libelees/Respondents		

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15 COMES NOW, the Libelant/Petitioner, Lewis Vincent Hughes, moving *in propria*
16 *persona*, a Free White Man, a member of the body politic the State of Washington, standing on
17 the land, not waiving any rights, preserving all rights under the Common Law and in the
18 Common Law, in the district court of the United States, as a matter of right to challenge alleged
19 rights/claims under maritime liens or other claims and notice of seizure on land by Libelees,
20 complains and alleges the following:

21 I. JURISDICTION/COGNIZANCE - VENUE

22 A. Jurisdiction

23 i. Federal Question

24
25 1. This Court has original jurisdiction under Title 28 U.S.C. § 1333, in that commercial
26 banks are instrumentalities of Congress and are therefore subject to all Acts of Congress, i.e. the
27 Statutes-at-Large, which have been codified as the UNITED STATES CODE, including all
28 federal banking laws, all of which are under the exclusive jurisdiction of the district court of the
29 United States. This Court has jurisdiction over all questions arising in the western district of

1 Washington as that is where is Court sits and all causes of action occurred and are occurring in
2 this district.

3 2. **Jurisdiction:** *"The judicial Power shall extend to all Cases, in Law and Equity, arising*
4 *under this Constitution, the Laws of the United States, and Treaties made, or which shall be*
5 *made, under their Authority; to all Cases affecting Ambassadors, other public Ministers and*
6 *Consuls; to all Cases of admiralty and maritime Jurisdiction;..."* Article III, Section 2 of the
7 Constitution for the United States of America. Emphasis added.

8
9 3. This is an admiralty/maritime cause of action within the meaning of Federal Rules of
10 Civil Procedure 9(h). Libelant/Petitioner, Lewis Vincent Hughes, draws attention to

11 **2 Benedict** [6th Edition] § 275, pg. 119, 120:

12 *"But where a party discovers that ...he has had no proper notice... and has*
13 *thereby been deprived of property; or where there has been **fraud** of any kind...so*
14 *that no regular remedy is left him, he may obtain redress by filing a **libel of***
15 ***review**. The subsequent proceedings will be the same as in any suit and the*
16 *decree of the court will be such as equity demands. There is no corresponding*
17 *provision in the Civil Rules."* Emphasis added.

18 4. In international law and according to the law of this land, agents of a foreign principal are
19 required to file any purported claim in the appropriate district court of the United States prior to
20 exercising rights to that claim. The district courts have "exclusive original cognizance" of all
21 inland seizures FRCP Rule 9(h) and this includes vessels in rem (Rule C(3)) such as trust
22 organizations and legal names i.e., Lewis Vincent Hughes, LEWIS VINCENT HUGHES,
23 LEWIS V. HUGHES, Jacob Lew, BANK OF AMERICA, N.A., WELLS FARGO BANK, N.A.,
24 BETTER PROPERTIES NW, etc.

25 *"...the United States, ... within their respective districts, as well as upon the high seas; (a)*
26 *saving to suitors, in all cases, the right of a common law remedy, where the common law*
27 *is competent to give it; and shall also have exclusive original cognizance of all seizures*
28 *on land,..."* **The First Judiciary Act**; September 24, 1789; Chapter 20, page 77. **The**
29

1 **Constitution for the United States of America**, Revised and Annotated - Analysis and
 2 Interpretation - 1982; Article III, §2, Cl. 1.

3 This fact of protocol - filing a claim in district court of the United States according to
 4 international law - is beyond dispute and extends into antiquity: "Meanwhile those who seized
 5 wreck ashore without a grant from the Crown did so at their peril." Select Pleas in the Court of
 6 Admiralty, Volume II, A.D. 1547-1602; Introduction - Prohibitions, Note as to the early Law of
 7 Wreck, Selden Society, p. xl, 1897. Even the IRS recognizes the protocol:

8 *"Place for filing notice; form. Place for filing. The notice referred to in subsection (a)*
 9 *shall be filed -- with the clerk of the district court. In the office of the clerk of the United*
 10 *States district court for the judicial district in which the property subject to the lien is*
 11 *situated..." 26 U.S.C. § 6323.*

12
 13 5. As further evidence that the action before the court is in fact an Admiralty action we find
 14 in **UNITED STATES of America v. \$3,976.62 in currency, One 1960 Ford Station Wagon**
 15 **Serial No. OC66W145329,**

16 *"Although, presumably for purposes of obtaining jurisdiction, action for forfeiture under*
 17 *Internal Revenue Laws is commenced as **Proceeding in admiralty**, after jurisdiction is*
 18 *obtained proceeding takes on character of civil action at law, and at least at such stage*
 19 *of proceedings, Rules of Civil Procedures control."* Emphasis added.

20
 21 6. Former English Colonists lobbied the first U.S. Congress to establish a judicial process to
 22 provide access to common law courts and their just remedies within the context of admiralty
 23 jurisprudence. American Citizens demanded common law courts and remedies because of fresh
 24 memories of injustice executed by English admiralty courts under the guise of statutes, which
 25 caused undue [on land] seizures & property seizures without jury trials. The First Session of the
 26 First Congress, in accord, responded by creating and enabling the district courts of the United
 27 States by enacting the '**saving to suitors**' clause. The '**savings clause**' ensures American Citizens
 28 never suffer the oppression and tyranny of arbitrary and predatory statutory seizures [revised or
 29 otherwise] and executions under the guise of lawful admiralty adjudication.

1 "....Whereas....The British Parliament, claiming a power of right to bind the people of
 2 America, by statute in all cases whatsoever....and extended the powers of Admiralty
 3 courts beyond their ancient limits within the body of a county....by force of a statute...in
 4 the last session of Parliament, three [more] statutes were made...And another statute was
 5 then made,...All...statutes are impolitic, unjust, and cruel, as well as unconstitutional,
 6 and most dangerous and destructive of American rights....petitions to the crown for
 7 redress have been repeatedly treated with contempt by His Majesty's ministers of
 8 state:...the English Colonies in North America...are entitled to life, liberty, and
 9 property,... never ceded to any sovereign power...entitled to all ...rights, liberties, and
 10 immunities of free natural-born subjects,...of England...the colonies are entitled to the
 11 common law of England,...according to the course of that law...we find many
 12 infringements and violations of the foregoing rights....such acts and
 13 measures...demonstrate a system formed to enslave America...[cites 7 statutes] ...for the
 14 purpose of raising ...revenue in America...extend the powers of the admiralty courts
 15 beyond their ancient limits...[seizures in land] before ...allowed to defend his
 16 property....[its] subversive of American rights...." **Declaration of Colonial Rights:**
 17 **Resolutions of the First Continental Congress**, Presentation, Joseph Galloway, before
 18 the British House of Commons, on or about June 1779. The Examination of Joseph
 19 Galloway...before the House of Commons..., 2d ed.; London, 1780, p.61.

20 7. Notice in choice of Law: 5th, 6th, 7th Amendments to the Constitution for the United
 21 States of America secured due process in the course of Common Law for the State Citizens. And
 22 while the State Citizens have no direct relationship to the Constitution for the United States of
 23 America, all provisions of the Constitution are binding on all agents, agencies, courts, and other
 24 instrumentalities of the United States and they are required to comply fully with its provisions. I,
 25 Libelant/Petitioner, Lewis Vincent Hughes, am invoking the Savings to Suitor clause in order to
 26 secure and proceed in the course of the Common Law given the fact that there is controversy
 27 within Special Maritime and Territorial Jurisdiction of the United Sates. In 1948 and 1949,
 28 Congress codified the 'saving to suitor' clause & its common law remedy in Title 28 U.S.C. §
 29 1333(1), without any substantive change in its application or original meaning. **Madruaga v**

1 **Superior Court of California**, 1954, 74 S.Ct. 298, 346 U.S. 556, 98 L.Ed. 290. Libelees and
 2 their agents/employees /officers are directed by the Governor of the Fund (I.M.F.) AKA
 3 Secretary of the Treasury Jacob Lew, alien custodian for Prize and Booty, and are acting as
 4 foreign agents of their principal, The Fund and Bank et. al., an *a fortiori* mandates pursuant to
 5 the law of the United States of America Title 22 U.S.C. Foreign Relations and Intercourse -
 6 International Organizations Chapter 7 § 286g. Jurisdiction and venue of actions - "*...any such*
 7 *action at law to which either the Fund or Bank shall be a party shall be deemed to arise*
 8 *under the laws of the United States, and the district courts of the United States shall have*
 9 *original jurisdiction of any such action.*" Emphasis added.

10 Title 28 of the United States Codes ("U.S.C.") § 1603(b) defines:

11 (b) An "agency or instrumentality of a foreign state" means any entity-

12 (1) which is a separate legal person, corporate or otherwise, and

13 (2) which is an organ of a foreign state or political subdivision thereof, or a majority
 14 of whose shares or other ownership interest is owned by a foreign state or political
 15 subdivision thereof, and

16 (3) which is neither a citizen of a State of the United States as defined in section
 17 1332(c) and (d) of this title nor created under the laws of any third country.

18 **ii. Amount in Controversy**

19
 20
 21 8. The amount in controversy exceeds \$75,000. On March 12, 2015, MTC FINANACIAL
 22 INC. dba TRUSTEE CORPS recorded a TRUSTEE'S DEED UPON SALE in which BANK OF
 23 AMERICA, N.A., allegedly paid \$340,000.00 for ownership of the real property. Therefore, the
 24 request for relief stated in this Complaint places the claim well over \$75,000 in controversy.
 25

26 **B. Venue**

27
 28 9. Venue for all claims lies in the western district of Washington since Libelant/Petitioner's
 29 claims arose from acts of the Libelees/Respondents perpetrated therein or perpetrated on a State

1 Citizen of the State of Washington through the mail system or the KING COUNTY
2 RECORDER'S OFFICE, or by direct contact. 28 U.S.C. § 1391.

3 **C. Parties to the Case**
4

5 10. Libelant/Petitioner, Lewis Vincent Hughes, in propria persona, is a State Citizen of the
6 State of Washington and is in possession of and dwelling on the real property addressed as 15923
7 SE 369th Street, Auburn, Washington [98092] as a permanent abode. Annexed hereto as
8 AXXEX A is a copy of Libelant/Petitioner, Lewis Vincent Hughes, Duly Sworn Annex
9 Execution for Political and Legal Obligations. That document shows Libelant/Petitioner, Lewis
10 Vincent Hughes, as a State Citizen of the State of Oregon, however, by Declaration it is hereby
11 updated to be "as a State Citizen of the State of Washington."

12 11. Libelee/Respondent, William Raymond Hinesly, is a resident of the State of Washington
13 and resides at 37630 E. Lake Walker Dr. SE, Enumclaw, WA 98022.
14

15 12. Libelee/Respondent, Wei Yang, is a resident of the State of Washington and resides at
16 1329 E. 43rd Street, Tacoma, WA 98404.

17 13. Libelee/Respondent, Darin Silva, is a resident of the State of Washington and works out
18 of an office at 28815 Pacific Highway S., Federal Way, WA 98003. Home residence address is
19 unknown at this time.
20

21 14. Libelee/Respondent, BETTER PROPERTIES NW, is an instrumentality of the State of
22 Washington and is located at 28815 Pacific Highway S., Federal Way, WA 98003.
23

24 15. Libelee/Respondent, John Schanbusch, is a resident of the State of Washington and
25 works out of an office at 2315 N. 30th Street, Tacoma, WA 98403. Home residence address is
26 unknown at this time.

27 16. Libelee/Respondent, JOHN S REATY, is an instrumentality of the State of Washington
28 and is located at 2315 N. 30th Street, Tacoma, WA 98403.
29

1 17. Libelee/Respondent, FIDELITY NATIONAL TITLE COMPANY, is an instrumentality
2 of the State of Washington and is located at 6450 Southcenter Blvd., Suite 107,
3 Tukwila, WA 98188.

4 18. Libelee/Respondent, BANK OF AMERICA, N.A., is an instrumentality of the United
5 States and is headquartered at Bank of America Corporate Center, 100 North Tryon Street,
6 Charlotte, NC 28255.

7
8 19. Libelee/Respondent, MTC FINANACIAL INC. dba TRUSTEE CORPS, is an
9 instrumentality of the State of Washington and is headquartered at 17100 Gillette Ave., Irvine,
10 CA 92614, with a local address of 1700 Seventh Ave., Suite 2100, Seattle, WA 98101.

11 20. Libelee/Respondent, WELL FARGO BANK, N.A., is an instrumentality of the United
12 States and is headquartered at Wells Fargo Headquarters, 420 Montgomery Street, San
13 Francisco, CA 94104.

14
15 21. Libelees/Respondents, John and Jane Does, may be added as a result of the Discovery
16 phase.

17 II. Definitions

18
19
20 22. **Definitions:** As used herein and any and all causes of action, actions, processes, or
21 procedures related to or applied to or entered into under this libel of review are governed by the
22 following definitions:

23 a. The word 'state' or 'State' and any variation of spelling or capitalization means
24 the geophysical area bounded by and within the borders of the state known as
25 Washington, which consists of 71,362 square miles, and is one of the several states which
26 form the perpetual Union known as The United States of America by the confederation
27 ratified by the delegates of the several states on the ninth of July in the year 1778. No
28 alternative definition, whether created by Congress or other construction can be applied.
29

b. The “body politic the State of Washington” means that social compact created by the People on the soil of that land separated from the Oregon Territory and which is part of the perpetual Union known as The United States of America and no other construction can be applied.

c. The term ‘State Citizen’ regardless of any variation of spelling or capitalization means a member of the body politic the State of Washington as defined above. Being a ‘State Citizen’ does not make One a 14th Amendment United States citizen.

d. The term ‘STATE OF WASHINGTON’ means the fiction, foreign, private, for profit business corporation masquerading as a de facto provider of government services.

e. The term ‘SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY’ means the fiction, foreign, private, for profit business corporation masquerading as a provider of judicial services but which has no granted judicial authority but instead acts by war, i.e., the force and threat of arms, involuntary servitude, peonage, and slavery.

III. NATURE OF CAUSE OF ACTION

23. The cause of this action is a Libel of Review to settle Title and address Trespass on Title are now in the "original exclusive cognizance" of the United States through the district court - see the *First Judiciary Act of September 24, 1789, Chapter 20, page 77*. This cause of action can lay only in the district court of the United States for the western district of Washington, and cannot be moved to the UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON, because the Congress of the United States has never assigned Article III judicial power to that Court. A thorough search of the Congressional Record will bear that fact out.

24. Libelant/Petitioner, Lewis Vincent Hughes, hereinafter Hughes, claims Title to the land and all fixtures thereon under “Title under DEED” and under United States Land Patent. Libelee/Respondent, William Raymond Hinesly, hereinafter Hinesly, claims equitable ownership under a Not Statutory SPECIAL WARRANTY DEED, annexed hereto as ANNEX B, issued by

1 BANK OF AMERICA, N.A., which carries no warranty and which says on its face that it is
 2 subject to all RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS,
 3 AGREEMENTS, NOTES, DEDICATIONS, ENCROACHMENT, AND EASEMENTS
 4 PRESENTLY OF RECORD. That language alone makes it inferior to Libelant Hughes's Title
 5 under Deed. Also, the Court is requested to take *Judicial Notice* that the language does not
 6 conform to the language requirements of a statutory WARRANTY DEED, which says that the
 7 Grantor actually has title and authority to transfer Title. Investopedia,
 8 <http://www.investopedia.com/terms/s/special-warranty-deed.asp>, states the following:

9 *"The grantor of a special warranty deed warrants the title only against his or her own*
 10 *omissions and/or defects, and warrants nothing pertaining to the title prior to his or her*
 11 *possession."*

12 In this instance, claim to Title, and not actual Title is the only thing which was allegedly
 13 transferred to BANK OF AMERICA, N.A. by MTC FINANACIAL INC. dba TRUSTEE
 14 CORPS under a TRUSTEES' DEED, and that was without warranty. That TRUSTEES DEED
 15 is annexed hereto as ANNEX C.

16 25. Libelant/Petitioner, Hughes's "Title under DEED" and United States Land Patent are
 17 annexed hereto as ANNEX D.

18 Pertainant Chronological Events

19
 20 26. On June 25, 2003 Victoria L. Griffin granted to Wanda E. Arp by STATUTORY
 21 WARRANTY DEED, a copy of which is annexed hereto as ANNEX E, title to the property.

22
 23 27. At some time just before August 13, 2004, Wanda Arp sent a Debt Validation QWR to
 24 GREENPOINT MORTGAGE FUNDING, INC., disputing the debt and demanding a full
 25 accounting of the alleged debt. A copy of that letter was recorded in the public records of KING
 26 COUNTY, and is annexed hereto as ANNEX F. GREENPOINT MORTGAGE FUNDING,
 27 INC., refused to comply with the Act of Congress as set out at 12 U.S.C. 2605 and thus violated
 28 public policy.
 29

1 28. In addition to being in violation of the law, being in violation of and in contempt of the
2 Acts of Congress as set out at 12 U.S.C. 2605, violating and being in contempt of public policy,
3 on October 12, 2004, GREENPOINT MORTGAGE FUNDING, INC., through its servicer GRP
4 Financial Services caused a Corporation Assignment of Deed of Trust to be transferred to WELL
5 FARGO BANK, N.A., a copy of which is annexed hereto as ANNEX G.

6 29. Ultimately title was transferred to the Arp Family Trust by QUITCLAIM DEED on
7 December 6, 2004, a copy of which is annexed hereto as ANNEX H, with Dean A. Arp and
8 Wande E. Arp as the beneficiaries of the Trust and D. Scott Heineman of Union City, California
9 was appointed as Trustee.

10 30. At some time just before December 15, 2004, Trustee D. Scott Heineman sent a 10 day
11 demand to GREENPOINT MORTGAGE FUNDING, INC., again demanding validation of the
12 debt or in the alternative tacit agreement granting Trustee D. Scott Heineman power-of-attorney
13 to clear up all claims against the real property which he was Trustee over. A copy of the 10 day
14 demand is annexed hereto as ANNEX I. GREENPOINT MORTGAGE FUNDING, INC., never
15 responded to the 10 day demand and thus by default granted Heineman authority to remove all
16 claims against the real property held in Trust.
17

18 31. On January 5, 2015, GREENPOINT MORTGAGE FUNDING, INC. received two
19 affidavits which were Qualified Written Requests (QWR), which are annexed hereto as ANNEX
20 J, in regards to the two alleged mortgages held by GREENPOINT MORTGAGE FUNDING,
21 INC. Again, GREENPOINT MORTGAGE FUNDING, INC., refused to comply with the
22 requirements set forth in the Statute-at-Large, refused to comply with the Acts of Congress, and
23 refused to comply with public policy. Thus, by operation of law as set forth in RESPA and
24 TILA, GREENPOINT MORTGAGE FUNDING, INC., waived all rights, claims, and interests
25 in the real property held by the Arp Family Trust. Also, their second refusal to answer, the
26 second being a demand under affidavit, places them in default, and pursuant to the provisions of
27 the second demand, the Promissory Note, the Mortgage, and the Deed of Trust are cancelled and
28 are null and void.
29

32. Then on January 28, 2005, GREENPOINT MORTGAGE FUNDING, INC., allegedly transferred by TRUSTEE'S DEED alleged ownership of the real property of the Arp Family Trust to WELL FARGO BANK, N.A., a copy of which is annexed hereto as ANNEX K. There is no available information as to what was done with the Promissory Notes, if anything, but the filing appears to show that they are held by GRP/AG REAL ESTATE ASSET TRUST 2004-2. Arguendo, If such alleged transfer could be considered valid, then GREENPOINT MORTGAGE FUNDING, INC., is and has been nothing more than a debt collector who again refuses to comply with an Act of Congress as set out at 15 U.S.C. § 1692(i) and refuses to comply with public policy. 15 U.S.C. § 1692(i) reads as follows:

(a) **Venue** Any debt collector who brings any legal action on a debt against any consumer shall—

(1) in the case of an action to enforce an interest in real property securing the consumer's obligation, bring such action only in a judicial district or similar legal entity in which such real property is located; or

(2) in the case of an action not described in paragraph (1), bring such action only in the judicial district or similar legal entity—

(A) in which such consumer signed the contract sued upon; or

(B) in which such consumer resides at the commencement of the action.

Now, since the wording reads "any legal action" and since clearly an action to foreclose is a legal action, it is required by federal law and by public policy that an action must be brought in the judicial district which in this case would be in the SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY. No such action was ever brought, thus making the foreclosure void and a nullity. Furthermore, Article I Section 3 PERSONAL RIGHTS of the Constitution for the State of Washington reads as follow:

"No person shall be deprived of life, liberty, or property, without due process of law."

Non-judicial Foreclosure, even though set out in the Revised Code of Washington is a failure to bring legal action in a court of law and is without question a violation of Personal Rights guaranteed under the Constitution for the State of Washington and a denial of process of law. The Revised Code of Washington is not law but is merely administrative code operated under Statutory Jurisdiction.

33. On December 30, 1963, Congress enacted Public Law 88-243, 77 Stat. 630, most commonly referred to as the UNIFORM COMMERCIAL CODE to regulate and control all commercial transactions, especially those involving commercial paper, i.e. security instruments. Promissory Notes and Deeds of Trust and Mortgages are all security instruments, especially since it says so on the face of the instruments. In the UCC we find the following:

“UCC § 3-101:19 Nature of Negotiable Instrument.

As a promissory note is commercial paper under UCC § 301-4, and is not an instrument under § 9-105(1)(i), it is not an account or a general intangible subject to the notice requirement of § 9-318(3).

The promissory note is intangible property in the nature of a 'chose in action' which can only be claimed or enforced by an action in court and not by taking physical possession like other types of property.” [Emphasis added]. Anderson’s UCC.

By construction, a Deed of Trust is a *chose in action* and must be enforced ONLY by an action in court. As noted in the above paragraph failure to bring legal action in a court is a violation of the Personal Rights guaranteed under the Constitution for the State of Washington.

Libelant/Petitioner, Lewis Vincent Hughes, challenges the constitutionality of the State of Washington Deed of Trust Act as it violates Article I Section 3 PERSONAL RIGHTS of the Constitution for the State of Washington. On January 19, 2005, Wanda Arp specifically and specially objected to the foreclosure and to the fact that no court action was taken to adjudicate the right to foreclose. Said objection was recorded in the public records of KING COUNTY, a copy of which is annexed hereto as ANNEX L. By her actions, Wanda Arp never waived her rights to due process of law.

34. The Promissory Note and Deed of Trust were allegedly transferred into GRP/AG REAL ESTATE ASSET TRUST 2004-2. Wanda Arp denies that she knowingly intended to donate the Promissory Note to a securitized trust investment vehicle for the enrichment of investors. An affidavit in support of this statement is annexed hereto as ANNEX M. This raises an issue of material fact requiring adjudication by a trier of facts, a jury, which grants jurisdiction to this Court according to Lawrence’s Anderson on the UCC § 8-101.27, Questions of law or fact as,

1 *"When there is a dispute as to the existence of donative intent, the issue must be*
 2 *submitted to the trier of fact"* **Blanchette v. Blanchette**, 362 Mass. 518, 287 N.E.2d

3 34. Also, it is brought to the attention of this Court that the true economic positions of the
 4 parties to the mortgage transaction was never revealed to the Arps, because if it had been
 5 revealed that Wanda Arp was being converter from that of a borrower to that of a security issuer,
 6 the mortgage transaction would have been cancelled immediately. Further, if Wanda Arp,
 7 without her knowledge or consent, donated a promissory note, i.e. collateral, into a trust for the
 8 enrichment of investors, then the reality is an undisclosed investment contract. Such
 9 nondisclosure is a violation of the Statute of Frauds. Libelant/Petitioner, Hughes, is not making
 10 statements of behalf of Wanda Arp, but is merely establishing pertinent events.

11 35. Dean A. Arp and Wanda E. Arp never gave up or relinquished their title to the real
 12 property to any Libelees/Respondents. Because those who claim to gain title by illegal process
 13 are in contempt and in violation of the federal laws, are in contempt and in violation of the Acts
 14 of Congress, are in contempt and in violation of federal public policy, and are in contempt and in
 15 violation of the rights guaranteed to the People of the State of Washington under the Constitution
 16 for the State of Washington, and because there is no judgment in the SUPERIOR COURT OF
 17 THE STATE OF WASHINGTON FOR KING COUNTY stripping title from the Arps, they
 18 retained title to their real property until they transferred title to Libelant/Petitioner, Lewis
 19 Vincent Hughes, on October 4, 2014, a copy of which is annexed hereto as ANNEX D.

20 36. Although WELL FARGO BANK, N.A., allegedly assumed ownership and possession of
 21 the real property, they did not have title transferred to them. Ownership and Title are two
 22 different things, as the courts have said on a number of occasions. The courts of this nation
 23 have said the following in numerous cases:

24 *"The word ownership is frequently used to describe one who has dominion or control*
 25 *over a thing, the title to which is in another."* **Robinson v. State**, 7 Ala. App. 179, 62 So.
 26 303, 306. **Lennon v. L.A.A. Acceptance Corp. of Rhode Island**, 48 R.I. 363, 138 A.
 27 215,217. **E. Corey & Co. v. H.P. Cummings Const. Co.**, 118 Me. 34, 105 A. 405, 407.
 28
 29

1 *"Thus, while someone may be an owner, the person who holds title can take control and*
2 *dispossess them at any time."*

3 37. Dean and Wanda Arp, having noticed that other parties were continuing to try to possess
4 their real property, to which they still had title, filed a notice into the public records of KING
5 COUNTY clarifying and correcting any mistakes which might be alleged to exist in their Title.
6 A copy of their recording is annexed hereto as ANNEX N. They allowed more than 60 days to
7 pass, giving adequate time for anyone to respond or object to their actions. No one come forth
8 with any contrary claim. Then on October 4, 2014, they transferred Title under DEED to
9 Libelant/Petitioner, Lewis Vincent Hughes.

10 38. On October 15, 2014, Libelant/Petitioner, Lewis Vincent Hughes, sent a NOTICE of
11 Fatal Defects Affecting Titles and Commerce to named Libelees/Respondents BANK OF
12 AMERICA, N.A., MTC FINANACIAL INC. dba TRUSTEE CORPS, WELL FARGO BANK,
13 N.A., and other allegedly interested parties via prepaid Certified United States Mail. A copy of
14 one of those notices and copies of the Certified Mail receipts are annexed hereto as ANNEX O.
15 There was no response from any entity objecting to my claim of lawful Title under Deed to the
16 real property of this cause of action. By their failure to respond when properly noticed of claim
17 of title, they defaulted on their claims and waives all further rights to claim title to the real
18 property of Libelant/Petitioner, Lewis Vincent Hughes. Since more than one of the entities claim
19 to have interest in the property resulting in this cause of action, they have a duty and obligation
20 to respond and validate their claim of ownership or title.

21 39. No Response was heard from any entity until March 14, 2015, when an agent for JOHN S
22 REALTY posted notice on the front door of the house of the real property, claiming that JOHN S
23 REALTY was now the property manager acting on behalf of BANK OF AMERICA, N.A.
24 Libelant/Petitioner, Lewis Vincent Hughes, was not present when this happened and was
25 unaware of it until two days later when a real estate agent showed up and was walking around
26 the property taking pictures of everything. That agent, who refused to leave a business card, was
27 served with a copy of the Title under Deed, by Libelant/Petitioner, Lewis Vincent Hughes. A
28 couple weeks later, that same agent returned and avised Libelant/Petitioner, Hughes, that BANK
29

1 OF AMERICA, N.A. was willing to pay Libelant/Petitioner, Hughes, ten thousand dollars to
 2 abandon the property and all claims to it. They would not put that specific amount in writing
 3 unless Libelant/Petitioner, Hughes, first agreed verbally to the offer. Libelant/Petitioner,
 4 Hughes, refused the offer. The offer by BANK OF AMERICA, N.A., was a result their
 5 homework and realization that they do not have title to the real property as they presume and can
 6 not prevail in a legal action. Libelant/Respondent Hughes has no record or evidence that BANK
 7 OF AMERICA, N.A., did not decide it would be more profitable to sell the property under an
 8 unenforceable Non-Statutory SPECIAL WARRANTY DEED.

9 40. On or about December 16, 2014, Libelant/Petitioner, Hughes, sent an Application to
 10 Withdraw from the Torrens Registration to the KING COUNTY RECORDER in anticipation of
 11 bringing a Land Patent forward in his name. A short time later, Libelant/Petitioner, Hughes,
 12 receives a letter dated December 18, 2014, from the KING COUNTY RECORDER, stating that
 13 the property in question has never been in the Torrens Registration. This was a mandatory
 14 requirement before a United States of America Land Patent can be brought forward on a piece of
 15 land.

16 41. Then on March 26, 2015, Libelant/Petitioner, Hughes, recorded into the public records of
 17 KING COUNTY a DECLARATION OF ASSIGNEE'S UPDATE OF PATENT for United
 18 States OF America PATENT NUMBER: 32, a copy of which is annexed hereto as ANNEX P.
 19 Notice of the recording is published weekly for one month, as prescribed by law, by the
 20 COURIER HEARLD newspaper. A copy of the Affidavit of Publication is part of ANNEX Q.
 21 Notice of the filing is sent to JOHN S REALTY on or about April 1, 2015, as agent for BANK
 22 OF AMERICA, N.A. Under the provisions of the Patent Laws for the United States of America,
 23 anyone having an adverse claim has sixty (60) days from the date of filing to file a legal action
 24 to challenge the assignment of the Patent. Bouvier's Law Dictionary, Volume III, page 2570
 25 (1914). No such action was ever filed by BANK OF AMERICA, N.A., and thus they waived all
 26 claim of Title to the real property of Libelant/Petitioner, Lewis Vincent Hughes.
 27

28 **IV. Pertinent American History after the First Act of the First Congress:** 29 **'Savings Clause'**

1 42. Libelant/Petitioner, Lewis Vincent Hughes, has not record or evidence that the following
2 facts are not true and correct.

3 43. That each Fiction Libelee and its attorneys knew or should have known that on October
4 28, 1977, the passage by Congress of Public Law 95-147, 91 Stat. 1227, Title 12 U.S.C. § 265,
5 266, CFR 31 Part 202, declared most banking and loan institutions, including State banks, to be
6 under direction and control of the alien Corporate "Governor" of the International Monetary
7 Fund. See: Public Law 94-564, Legislative History, pg. 5942, and U.S. Government Manual,
8 1990/91, pg. 480-481, 26 I.R.C. § 6302(c). The Act further declared the true condition of the de
9 facto system at page 1229, to wit:

10 "(2) Section 10(a) of the Gold Reserve Act of 1934 [31 U.S.C. § 822(b)] is amended by
11 striking out the phrase 'stabilizing the exchange value of the dollar'..."

12 "(c) The joint resolution entitled 'Joint resolution to assure uniform value to the coins
13 and currencies of the United States', approved June 5, 1933 (31 U.S.C. § 463) shall
14 not apply to obligations issued on or after the date of enactment of this section."
15

16 The Department of Revenue, of course, being the execution of bankruptcy proceedings against
17 the American People since the advent of House Joint Resolution 192 of June 5, 1933 - P.R. 73-
18 10, see Senate Report 93-549, currently formed "International Monetary Fund" and "World
19 Bank" etc. - the State, City METRO municipal and police powers under United Nations charter
20 law - protected by the same alleged positive law jural society (international treaty) exemptions
21 home rule.

22 The inter-agency International Organizations, Corporations and Associations had closed their
23 doors, See: 60 Stat. 1456, Article VI, 5(b), and refused to pay their debts and could not pay their
24 debts, determined that they could pass the loss of their non-redeemable, non-current notes,
25 bonds, warrants/checks and other evidences of debt off on others, See: 60 Stat. 1456, Article VI,
26 5(c), and thereby crown their fraud with success. As stated in Westfall vs. Braley, 10 Ohio 188,
27 75 Am. Dec. 509:
28
29

1 "Bank notes are the representative of money, and circulate as such, only by the general
2 consent and usage of the community. But this consent and usage are based upon the
3 convertibility of such notes into coin, at the pleasure of the holder, upon their presentation
4 to the bank for redemption. This is the vital principle, which sustains their character as
5 money. So long as they are in fact what they purport to be, payable on demand, common
6 consent gives them the ordinary attributes of money. But upon failure of the bank by
7 which they were issued, when its doors are closed, and its inability to redeem its bills is
8 openly closed, and its inability to redeem its bills is openly avowed, they instantly lose the
9 character of money, their circulation as currency ceases with the usage and consent upon
10 which it rested, and the notes become the mere dishonored and depreciated evidences of
11 debt...In the absence of any special agreement, the very offer of bank notes, as a payment
12 in money of a pre-existing debt, is a representation that such notes are what they purport to
13 be, the representative of money and that they have the quality of convertibility, upon
14 which their currency as money depends. It is only upon this idea that they can be honestly
15 tendered as money, and when accepted as such, under the same supposition, the mutual
16 mistake of facts should no more be permitted to benefit one party, or prejudice the other,
17 than if the notes had been spurious, or payment had been made in base or adulterated
18 coin...A party might fraudulently pass the paper of a broken bank, and yet it might be
19 difficult to prove his knowledge of the previous failure. Or if his victim should succeed in
20 passing it to one equally ignorant of the facts with himself, the last recipient would be left
21 to bear the loss, and the fraud crowned with success." >> Source: Letter, October 26, 1989,
22 Department of Treasury, Russell Munk, Assistant General Counsel (INTERNATIONAL
23 AFFAIRS), as recorded in the Office of Clerk & Recorder, Baca County, Colorado, at
24 Book 540, pg. 364-369, Letter, April 10, 1989, Department of Treasury, State of Colorado,
25 Gail S. Schottler to Grace S. Hayes, Warrant/Bill of Credit No. 3-093626, issued by State
26 of Colorado, Division of Accounts and Control, February 22, 1989, drawn upon "any bank
27 or banker", see also: **Klauber vs. Biggerstaff**, 3 N.W. 357, pg. 362, **Ward vs. Smith**, 74
28 U.S. (7 Wall) 207, pg. 210.
29

44. That each Fiction Libelee/Respondent and its attorneys knew or should have known that the de facto United States, as corporator and subscriber, See: 22 U.S.C. § 286e, and the de facto "STATE" and the inter-agency International Financial Institutions, Organizations, Corporations and Associations, including but not limited to, the Federal Reserve Banks, See: 22 U.S.C. § 286d, had declared "insolvency". See: Public Law 88-243 § 1-201(23), **Adams vs. Richardson**, 337 S.W.2d 911, Congressional Record-House, May 4, 1992, pg. H 2891. The bonds, debentures, notes, certificates, securities, warrants, checks, and other evidences of debt issued by or in behalf of their profligate inter-agency operations became "worthless securities" and "debt instruments" as a matter of equity and law. Thus, they cannot pass good, clean, lawful title to real property. Trading in worthless securities with unclean hands cannot give rise to an enforceable claim under equity law.

"26 I.R.C. § 165g, Worthless securities. – (1) General rule. –If any security which is a capital asset becomes worthless during the taxable year, the loss resulting therefrom shall, for the purposes of this subtitle, be treated as a loss from the sale or exchange, on the last day of the taxable year, of a capital asset."

(2) Security defined.

(C) A bond, debenture, note, or certificate, or other evidence of indebtedness, issued by a corporation or by a government or political subdivision thereof, with interest coupons or in registered form.

26 I.R.C. § 1275. Other definitions and special rules.

1. Definitions. For purposes of this subpart- (1) Debt instrument.

(A) In general. Except as provided in subparagraph (B), the term "debt instrument" means a bond, debenture, note, or certificate or other evidence of indebtedness." See also: IRS Form #1545-0067 for Foreign Earned Income.

As stated by John Adams:

"I am of the opinion...that there never was a paper pound, a paper dollar, or a paper currency [as money] but by force and fraud. That the army has been grossly cheated; that the creditors have been infamously defrauded [some closed their shops to prevent being paid off with worthless paper money]; that the widows and fatherless have been

1 *oppressively wronged and beggard; that the gray hairs of the aged and the innocent, for*
 2 *want of their just dues, have gone down with sorrow to their graves, in consequence of*
 3 *our disgraceful depreciated paper currency.” >>See: The Financial History Of The*
 4 *United States, (1896 Ed.), Albert S. Bolles, pg. 139.*

5 45. That each Fiction Libelee/Respondent and its attorneys knew or should have known that
 6 the inter-agency Banking associations, knowing themselves to be insolvent, fraudulently
 7 accepted the deposits of people See: **Easton vs. Iowa**, 188 U.S. 452, at pg. 454; the very essence
 8 and representative of their labor and efforts, their property. The same said illicit association
 9 **having been precluded from lending, loaning or borrowing on the security of our**
 10 **Constitutional gold and silver Coin** (See: 18 U.S.C. § 337), and having loaned, borrowed and
 11 extended their own re-hypothecated debt credit, and preying upon the “necessary confidence
 12 between man and man” >See: Federalist Papers No. 44, had no intentions of returning or giving
 13 others “just compensation”, nor honoring their inter-agency “obligations” at any time.

14
 15 “The fact that those notes constitute the principle currency in which ordinary
 16 transactions of business were conducted...cannot change the law. The notes were
 17 *not a legal tender for debt*, nor could they have been sold for the amount due in
 18 legal currency. The doctrine that bank bills are a good tender, unless objected to
 19 at the time, on the ground that they are *not money*, only applies to current bills,
 20 which are redeemed at the counter of the bank on presentation, and pass at par
 21 value in business transactions at the place where offered. Notes not thus current
 22 at their par value, nor redeemable on presentation, *are not a good tender* to
 23 principal or agent, whether they are objected to at the time or not.” See: **Ward vs.**
 24 **Smith**, 74 U.S. (7 Wall) 207, pg. 210.

25 “The Constitution of the United States does not secure to *anyone* the privilege of
 26 defrauding the public.” See: **Easton vs. Iowa**, 188 U.S. 452, pg. 454.

27 46. That each Fiction Libelee/Respondent and its attorneys knew or should have known that
 28 on January 19, 1976, United States House Representative, Marjorie S. Holt noted for the record a
 29 second **Declaration of INTERdependence**, and clearly identified the United Nations as a
 “**Communist**” organization, and that they were seeking both production and monetary control
 over the Union and People through the International Organizations promoting the “**One World**”

1 **Order.”** (Reference: Declaration of Interdependence, January 19, 1976, Congressional Record,
 2 January 19, 1976, Extension Of Remarks; also see: 8 U.S.C. § 1101(40), 50 U.S.C. §§ 781, 783,
 3 Congressional Record, November 7, 1969, John Rarick. This is contrary the **prohibition**
 4 **contained in Title 50 U.S.C. § 407**, to wit:

5 **No part** of the funds appropriated in this (or any other) Act shall be used to pay
 6 (1) any person, firm, or corporation, or any combinations of persons, firms, or
 7 corporations, **to conduct a study or to plan** when and how or in what
 8 circumstances the Government of the United States should **surrender this**
 9 **country and its people to any foreign power**, (2) the salary or compensation of
 10 any employee or official of the Government of the United States who proposes or
 11 contracts or who has entered into contracts for the making of studies or plans for
 12 the surrender by the Government of the United States of this country and its
 people to any foreign power in any event or under any circumstances. Emphasis
 added in bold underline.

13 Numerous members of both the de facto United States House of Representatives and Senate,
 14 disregarding their sworn oaths, several promises and duties, signed the Declaration thereby
 15 lending credence, prestige, and allegiance to the diverse Foreign/Alien ideologies and
 16 Organizations.

17
 18 47. That each Fiction Libelee/Respondent and its attorneys knew or should have known that
 19 the de jure Monetary and Military powers being previously abridged, relinquished, re-delegated
 20 and usurped to the direction and control of Foreign Powers, namely the United Nations
 21 Organizations and Agents, left the internal operations of the civil government partially intact.
 22 Congress passed Public Law 93-83, 87 Stat. 197, on August 6, 1973, thereby transferring certain
 23 other public offices and interests over to the direction, control and financial benefit of the United
 24 Nations Organizations, namely the “International Criminal Police Organizations” (INTERPOL),
 25 22 U.S.C.A. § 263a. Public Law 93-83, Part D, Section 402(c), at pg. 206, specifically states
 26 that:

27 **“(c) The Institute shall serve as the national and international clearinghouse**
 28 **for exchange of information with respect to the improvement of law**
 29

1 **enforcement and criminal justice, including but not limited to police, courts,**
 2 **prosecutors, public defenders, and corrections.”**

3 48. The International INTERPOL operations, based in Lyon, France, have numerous other
 4 inter-Agency Agents, who are under direction, control and financing of the “alternate”
 5 permanent member of the INTERPOL “Secretariat”, the “Secretary of Treasury” a/k/a alien
 6 corporate “Governor” of The Fund and The Bank, and the “permanent” member of the
 7 INTERPOL “Secretariat”, the U.S. Attorney General. See: Memorandum Of Understanding
 8 Between The Department Of The Treasury And The Department Of Justice Pertaining To U.S.
 9 Representation To The International Criminal Police Organization (INTERPOL) And Matters
 10 Related Thereto (1977), U.S. Government Manual, pg. 385. The INTERPOL Agents are part of
 11 an “International Force,” under direction and control of the Secretary General of the United
 12 Nations - Congressional Record-House, September 22, 1988, pg. H7936, the Secretary of
 13 Treasury a/k/a the alien corporate Governor of “The Fund” and “The Bank” and the U.S.
 14 Attorney General (Memorandum of Understanding, and U.S. Government Manual 1990/91, pg.
 15 385, International Criminal Police Organization (INTERPOL), Constitution And General
 16 Regulations; GAO, Briefing Report to the Chairman, Subcommittee on Civil and Constitutional
 17 Rights, Committee on Judiciary, U.S. House of Representatives, Counterterrorism, Role of
 18 INTERPOL and the U.S. National Central Bureau, June 1987, GAO/GGD-87-93BR; Report Of
 19 The Comptroller General Of The United States, United States Participation In INTERPOL, The
 20 International Criminal Police Organization, December 27, 1976, ID-76-77), the expatriated,
 21 alien, permanent members of the “Secretariate”.

22 That each Fiction Libelee/Respondent and its attorneys knew or should have known that as
 23 INTERPOL Agents they are required to renounce their allegiance to their respective Countries
 24 and State, as evidenced by Letter, Internal Memorandum, June 6, 1972, Mr. John E. Ingersoll,
 25 Director to John Warner, Chief, Strategic Intelligence Office, on page 2, to wit:

27 **“The Secretariate consists of international police officers who have given up their**
 28 **allegiance to their individual countries for the term assigned to INTERPOL.” (See**
 29

also: Constitution and General Regulations, INTERPOL, Articles 25-30, Title 8 U.S.C. § 1481, Title 22 U.S.C. § 611).

49. While acting under the Constitution And General Regulations of INTERPOL, by way of USNCB of INTERPOL - United States National Central Bureau- "Point of Contact for International Law Enforcement" - these Foreign Agents adhere only to the Constitution And General Regulations of INTERPOL and claim complete exemption from the domestic Laws of the host Nation, State or Local Authority.

"In the exercise of their duties, the Secretary General and the staff shall neither solicit nor accept instructions from any government or authority outside the Organization. They shall abstain from any action which might be prejudicial to their international task." See: INTERPOL Constitution And General Regulations, Article 30, Clause 1.

50. The alien, inter-agency INTERPOL operations can and do obtain information on Americans and their families even though no specific criminal incident has occurred, and use numerous documents to access and obtain information, including but not limited to: social security numbers, See: **United Food and Commercial Workers International Constitution**, (1997), Article 34(B) par. 7, passports, drivers licenses, vehicle registration, finger prints, medical and dental records, bank accounts, and numerous other inter-agency records, indexes and files See: **GAO Briefing Report**, Role of INTERPOL and the U.S. National Central Bureau, GAO/GGD-87-93BR, pg. 2, 3, 17, 18, and claims exclusion and immunity from Freedom of Information Act, and the Privacy Act of 1974, 5 U.S.C. § 552, and numerous other domestic Laws. See: **Executive Order No. 12425, Code of Federal Regulations (CFR) 5.4**. The Internal Revenue Service, being represented members of INTERPOL, also uses telephone numbers through the "Automated Collection System (ACS)" to access files. See: GAO Report to the Joint Committee on Taxation, U.S. Congress, "Tax Administration", Extent and Causes of Erroneous Levies, December 1990, GAO/GGD-91-9, pg. 1. The inter-agency international Law merchants and their factors had obtained access to all facets of anyone's private life, affairs and their property, whether corporeal or incorporeal in their nature. Those of alien character and

1 certain expatriates had declared themselves above the Law of Nations or of any particular
2 Nation/State.

3 51. The district court of the United States for the western district of Washington has acquired
4 exclusive original cognizance of this claim for the United States because this is a federal
5 question - a Constitutional matter involving a Free White Man on the land complaining about
6 threatened theft and seizure of private property contrary to due process of law - Title 18 U.S.C.
7 §§ 661 and 1201 respectively and irregular extradition from the asylum state into the United
8 States custody, treason - Constitution, Article III §3 and Title 18 U.S.C. §2381 by William
9 Raymond Hinesly and each Fiction Libelee and its attorneys and unidentified subordinates,
10 agents of a foreign principal, creating diversity of citizenship - Title 28 U.S.C. §§1331 and 1333
11 respectively. The presentments, SPECIAL WARRANTY DEED, TRUSTEE'S DEED UPON
12 SALE, NOTICE OF TRUSTEE'S SALE are arbitrary and capricious grounded in fraudulent
13 statements of unidentified subordinates foreign agents clearly serving as the sole authority for the
14 actions by way of inland seizure of the inherent right to property of Lewis Vincent Hughes.
15 Speaking historically, the districts, formed in 1790 for handling the financial obligations of the
16 United States could not come into existence until after formal expression of remedy in the
17 'saving to suitors' clause (1789) quoted above and codified at Title 28 U.S.C. §1333.

18 52. The only excuse for the discretionary authority granted administrative agencies is the
19 judicial oversight demonstrated in this invocation of an Article III court.
20

21 **V. Stipulation of acceptable answer**

22
23 53. The issue is simple. Agents of a foreign principal are required to register as foreign
24 agents and are further required to file their complaine in the appropriate district court prior to
25 exercising any ostensible claim against a Free White Man on the land. This is international and
26 common law. In this case, there have been no claims filed against Lewis Vincent Hughes or
27 pseudonyms in the respective district court of the United States for the western district of
28 Washington. As a matter of both law and fact, no contract binds Lewis Vincent Hughes to
29 forfeit freedom or property to William Raymond Hinesly or any Fiction Libelee/Respondent or it

1 attorneys. Each Fiction Libelee and its attorneys as foreign agents must directly address the
 2 validity of the certificate of search that clearly shows there have been no claims filed against
 3 "Lewis Vincent Hughes" or any pseudonym through which Lewis Vincent Hughes may be
 4 engaged in contract in the district court of the United States for the western district of
 5 Washington. The court clerk for the western district of Washington through his agent can
 6 execute a certificate of search that can establish no such claims against Lewis Vincent Hughes or
 7 any legal name exist. William Raymond Hinesly or any Fiction Libelee/Respondent or it
 8 attorneys may contact the court clerk to conduct searches and of course the Article III judge can
 9 research cases in chambers. It is however reasonable to say that if William Raymond Hinesly or
 10 any Fiction Libelee/Respondent are moving on a valid claim and judgment in district court of the
 11 United States for the western district of Washington then William Raymond Hinesly or any
 12 Fiction Libelee/Respondent or it attorneys know what case it is.

13 54. Any responsive answer to this Libel of Review entered into the record of this action by
 14 any foreign agent, which is not accompanied by a Certificate of Registration as a foreign agent is
 15 fraud upon the court and is void and inadmissible and cannot stand on the record. Further, it is
 16 grounds for the immediate issuance of an arrest warrant under exigent circumstances. See later
 17 discussion on this authority.

18
 19 55. The United States is not a party in interest to this action. Any registered attorney
 20 responding for William Raymond Hinesly or any each Fiction Libelee and its attorneys cannot be
 21 a citizen of the United States due to the *de jure* Thirteenth Amendment of the Constitution for
 22 the United States of America, a copy is annexed hereto as ANNEX R, and fully incorporated into
 23 this claim. Any federal judge assigned this case, who can prove that he has taken the proper
 24 Oath of Office, as proscribed in the *First Judiciary Act of September 24, 1789*, for an Article III
 25 district court of the United States, and which Oath is on Record in this Court, is competent to
 26 adjudicate under Article III due to "inactive" status with the State Supreme Court attorney
 27 register. Failure to answer will be met with default judgment for Lewis Vincent Hughes
 28 according to the notice on the face of the summons.
 29

VI. Stipulation of remedy

56. The recourse sought is immediate exclusive original cognizance of the United States through the district court of the United States for the western district of Washington and **abatement of any claims and correction of the public records from October 6, 2014 and removal of any FRCP - Rule 4 violations, Notice of Liens, Claims and Notices of Sale, Order for Possession, and other fraudulent documents recorded in the public repository of KING COUNTY. A Declaratory Judgment that the assignment of United States Land Patent Number 32 is valid and complete, and that it acts as a bar to any STATE or COUNTY agent who might try to impose commercial process on Libelant/Petitioner Lewis Vincent Hughes.** This case is repository for evidence for injunctive relief from any future presentments and theft or seizure actions from *any* foreign agents or their principals. Though the theft/seizure could be justified by notice and sophistry under the color of law of municipal structure, the proceedings have obviously been under the pretended authority of unconscionable contract and the recourse demanded is proper. There is no excuse for the arbitrary and capricious attorney actions – inland piracy seizure of property - that have confronted good men and women since the Banker's Holiday. Roosevelt implemented a "voluntary compliance" national debt, upon the States by Governor's Convention, but utilized the 1917 *Trading with the Enemy Act* to compel citizens of the United States to comply. The substitution of *American Citizens* for the German nationals on this land was against **Stoehr v. Wallace**, 255 U.S. 239 (1921) where the Court clearly expresses "*The Trading with the Enemy Act, originally and as amended, is strictly a war measure...*" - directly citing the Constitution Article I, §8, clause 11. The war on the Great Depression (1) does not count and (2) would only last the duration of the emergency if it did.

57. William Raymond Hinesly and each Fiction Libelee and its attorneys and all principals and agents are hereby properly notified. There is no governmental immunity to cover "law enforcement officers" who choose to interfere with one's rights to the land and violators will be

1 arrested by the U.S. Marshal according to Rule C of the *Supplemental Rules for Certain*
 2 *Admiralty and Maritime Claims*.

3
 4 *******VII. Injunction*******

5 58. Upon William Raymond Hinesly and each Fiction Libelee and its attorneys and all
 6 principals and agents; and a sundry of others, etc. are ordered to immediately cease all
 7 (professional) conscious contact with Lewis Vincent Hughes and further you are ordered to
 8 release all purported claims against Lewis Vincent Hughes regarding any claims under
 9 commercial vessel attached to Lewis Vincent Hughes regarding the property located at and
 10 addressed as 15923 SE 369th Street, Auburn, Washington state and return of all property
 11 intentionally and maliciously removed from said property instanter! **Service to the agent is**
 12 **service to the principal and vice versa.**

13
 14 **VIII. Notice**

15
 16 59. Failure to comply with this injunction immediately will result in the cancellation, in
 17 common or several, of citizenship mentioned in the annexed and fully incorporated de jure Bill
 18 of Rights. Position of privilege within positive law jural societies are allowed on this fine land,
 19 church organizations, Olympic Commission, Freemasonry, home rule municipal corporations
 20 [METRO INTERPOL -USNCB, etc., but only when they contain themselves to within the scope
 21 of their severely limited jurisdiction, i.e. foreign trade zones under federal public policy of HJR
 22 192, P.R. 73-10. The Constitution for the United States of America at Article I Section 10,
 23 Clause 1 both protects a Man's right to contract and right of avoidance of imposition by various
 24 societies, (Esquires of international banking cartel were obviously foremost in Thomas
 25 Jefferson's mind, through domestically exercised titles of nobility, self-aggrandized positions of
 26 privilege [privi-leges; private law]. As early as 1810 or so the early constitutional legislators
 27 saw a need to specify and enumerate the stipulation further with the lucid amendment.

28
 29 **IX. Purpose of Injunction**

60. Abatement of all claims and return of all property both real and personal erroneously seized under said commercial vessel - Recordings in the KING COUNTY RECORDER'S OFFICE account is warranted upon the vetting of the district court of the United States for the western district of Washington records and files pursuant to an executed Certificate of Search, wherein a reasonable Man would determine that William Raymond Hinesly and each Fiction Libelee and its attorneys have circumvented with willful intent the prohibition and mandate of the Article I Section 10 of the Constitution for the United States of America as it pertains to tender of obligation in payment of debt and FRCP Rule 4 regarding service of process mandate for foreign agents. Thus Libelees presentments identified herein under the **Notice of Liens, Claims and Notices of Sale, Order for Possession, and other fraudulent documents recorded in the public repository of KING COUNTY** are utterly void, repugnant to the guarantee of due process in or at law and is abated as a matter of both law and fact.

X. TO ALL TO WHOM THESE PRESENTS SHALL

PREMISES CONSIDERED:

61. **A failure to adhere to this Injunction:** Immediate arrest of any of the herein named individuals, Libelees, and/or total and immediate revocation of citizenship for the same will be implemented by U.S. Marshal under Rule C(3)(a)(ii)(B) *Arrest Warrant of the Supplemental Rules for Certain Admiralty and Maritime Claims* upon the concurrent filing of my **certificate of exigent circumstances** with the clerk of the U.S. Courthouse after any named Libelee or subordinate **refuses to release from the unlawful restraint the real and personal property of Lewis Vincent Hughes upon receipt of this claim - libel of review.**

62. Upon offense by hostile presentment after the inevitable default by William Raymond Hinesly and each Fiction Libelee including all agents, principals and any and all offensive presentments, after fair notice by refusal for fraud like the above clerk instruction a **certificate of exigent circumstances** will be issued pursuant to Rule C(3)(a)(ii)(B) *Arrest Warrant* and the clerk will immediately issue an arrest warrant for William Raymond Hinesly and each Fiction

Libelee and its attorneys, agent or principal to be taken into custody for the violations of law. Future presentments of any kind from either William Raymond Hinesly and each Fiction Libelee and its attorneys or any other agent acting for the bankruptcy of the United States through the district may be considered hostile threat of seizure.

XI. Stipulation regarding character and residential address

63. The use of a residential address is by right. All 'privileges' associated with postal delivery are compensated, usually prepaid in honestly won U.S. currency. Lewis Vincent Hughes is not Pro Se and is not representing himself. The clerk shall not change the name of this suit on the docket from the name on the filing fee receipt. Lewis Vincent Hughes retains the unalienable right to hold the district court clerk to the obligations to perform duty of file clerk for the United States working in the United States Courthouse. This includes the expectation that if and when this cause reaches default judgment status against William Raymond Hinesly and each Fiction Libelee the default judgment will be filed in full cognizance of the United States and will appear on the docket as "Default judgment for the Petitioner." Lewis Vincent Hughes is authorized by fidelity bond to file default judgment in lieu of district court of the United States for the western district of Washington action. Any such judgment will stand on the truth for validity. Any character assassination will activate Instrumentality Rule and pierce the corporate veil of the United States and all agencies. Usage of residential address is non-assumpsit and changes Lewis Vincent Hughes's character not in the least:

"The privilege against self-incrimination is neither accorded to the passive resistant, nor the person who is ignorant of his rights, nor to one indifferent thereto. It is a fighting clause. Its benefits can be retained only by sustained combat. **It cannot be claimed by attorney or solicitor.** It is valid only when insisted upon by a belligerent claimant in person." Quote from federal judge Lee in *United States v. Johnson et al.* No. 11400, Middle District of Pennsylvania, 76 R. Supp. 538; 1947, U.S. Dist. LEXIS 3057, February 26, 1947. Emphasis added.

64. The highlighted bold sentence in the above quote admonishes against any clerk action that falsely brands Lewis Vincent Hughes Pro Se - to imply that Lewis Vincent Hughes is representing himself before the district court of the United States for the western district of Washington. Lewis Vincent Hughes is responsible asylum state visiting his judiciary under Rule E(8). If an Article I (active attorney) "judge" is assigned this case or the Article III judge chooses to protect the fiduciary interests of the Bank and Fund, to act as an attorney under Article I, maintain silence:

"BANKRUPTCY. The state or condition of a bankrupt.

2. Bankrupt laws are an encroachment upon the common law. The first in England was ..." Bouvier's Law Dictionary 1856.

then that judge will be in breach of his Judicial Canons and his Oath of Office.

65. All testimony will be without immunity - **piercing the corporate veil and Instrumentality Rule**. Lewis Vincent Hughes is a Free White Man with God-given unalienable rights, one living and regenerate entity of sound mind and body.

XII. No magistrates

66. Looking at 28 U.S.C. § 636(c), One finds that a United States Magistrate Judge can conduct a proceeding **ONLY** on the consent of the parties to that proceeding. I hereby and herewith Declare that **No** one may handle this case but an Article III judge. The nature of this cause is injunctive relief, albeit preemptive. Title 28 U.S.C. §636(b)(1)(A) cannot ensue, "...except a motion for injunctive relief..."

XIII. Tort Claim

69. Libelant/Petitioner, Lewis Vincent Hughes, hereby and herewith registers a Tort Claim for damages suffered and being suffered as a result of the actions of William Raymond Hinesly

and each Fiction Libelee/Respondent and its attorneys, in the amount of five million dollars (\$5,000,000.00).

XIV. Reservation of Rights

70. Libelant/Petitioner, Lewis Vincent Hughes, hereby and herewith declares and asserts all rights, expressed or implied to:

- a. Enjoin any other party into this action which has been found to be liable for their actions relevant to this cause of action.
- b. Amend Complaint and seek alternative resolutions, as may be prudent.
- c. Depose all witnessess to be called by Libelees/Respondents prior to trial.
- d. Seek FULL indulgence of discovery.
- e. Present all facts and evidence in suport of Libelant/Petitioner, Lewis Vincent Hughes's cause of action at trial.
- f. Have adjudication of the disputed material fact by trial before a competent JURY of Libelant/Petitioner's peers.

XV. Summary

WHEREFORE, Libelant/Petitioner, Lewis Vincent Hughes demands a trial by jury, to be comprised of 12 competent peers, to determine all issues of facts in dispute and to determine and award damages sought. Further, any damages as the Court deems reasonable for statutory violations of law and contempt and violation of the Acts of Congress, and contempt and violation of federal public policy, as well as damages for defamation of character, malicious harrasment, along with court costs and fees.

Dated this ____ day of January, 2016.

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L.S. 

Lewis Vincent Hughes

15923 SE 369th Street, Auburn, Washington
[98092]

L.S. 

Dean Arlo Arp

15923 SE 369th Street, Auburn, Washington
[98092]

Notice: Use of Notary is for identification purposes only and shall not be construed against Declarant as adhesion, indicia, or submission to any foreign, domestic, or municipal jurisdiction or public venue.

STATE OF WASHINGTON)
) JURAT
COUNTY OF KING)

Before me the undersigned, a Notary acting within and for the County of King
and State of Washington on this 15 day of Jan, 2016, personally appeared and
known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose
names is subscribed to the within instrument, to be the identical Free Man, Lewis Vincent
Hughes, who being duly sworn, declared the above to be true, correct, and not meant to mislead,
to the best of his first hand knowledge, understanding, and belief, by his free will and voluntary
act and deed by his signature on the foregoing document, executed the within instrument.

Given under my hand and seal this 15 day of Jan, 2016.

1 

2 Notary signature

3 Hee J. Kim

4 Printed Notary name

5
6 My commission expires 11-25-2017

